



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

**REQUEST FOR PROPOSAL # 57-11
BUS SHELTER AND BUS STOP PROGRAM**

Sealed proposals addressed to the City of Rockville, Maryland to provide a bus shelter and bus stop program to the City will be received at Rockville City Hall, Purchasing Division, Attention: Jonathan Pierson, C.P.M., Contract Specialist, 111 Maryland Avenue, Rockville, Maryland 20850 until **2:00 PM (EST), FRIDAY, JUNE 17, 2011**. No proposals will be accepted after that time.

RECEIPT AND HANDLING OF PROPOSALS

The offeror assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 17 of the City's Purchasing Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the evaluation process. The proposals, except for information identified by the offeror as proprietary, shall be open for public inspection after the contract award.

PROPOSAL DOCUMENTS

The proposal documents are available several ways:

1. Download the document from the City Web site at <http://www.rockvillemd.gov> Click on bids and proposals.
2. Visit the Purchasing Division and pick up a proposal packet between the hours of 8:30 A.M. and 5:00 P.M., Monday through Friday, excluding government holidays. We are located at Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850.

PRE-PROPOSAL MEETING

No pre-proposal meeting is scheduled for this Request for Proposal as there are no known local suppliers for this type of service.

SUBMITTAL OF QUESTIONS

Prospective offerors are requested to submit any questions no later than **Friday, June 03, 2011** to Jonathan Pierson, C.P.M., Contract Specialist, via e-mail at jpierson@rockvillemd.gov. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City. The City reserves the right to include questions and responses in the form of written Addendums, as it deems necessary.

SITE LOCATION

All bus shelters and bus stops are located within the City of Rockville, Montgomery County, Maryland.

PROJECT DESCRIPTION

The City of Rockville, Maryland is requesting proposals from qualified firms, specializing in bus shelter and bus stop programs to replace and/or design, furnish, install, maintain and operate bus shelters and bus stops, at no cost to the City of Rockville, in exchange for exclusive rights to post advertising, supplied by the contractor, on specific bus shelters, subject to the City's approval, where all shelters, once installed, become the property of the City of Rockville, and portions of the revenue generated from the advertising is shared with the City.

AWARD

Award will be made to the qualified offeror obtaining the highest weighted score combining commission, revenue generation and technical qualifications. Additional information regarding award criteria can be found within the Evaluation And Award Section of this document.

AGREEMENT

The successful offerors shall be required to complete a two-party standard form of agreement. A sample agreement is attached. No change to the agreement form will be considered.

TERM

Contractor shall begin work within ten (10) calendar days after receipt of a fully executed Contract. All bus shelters and bus stops are to be on a regularly scheduled maintenance program within thirty (30) days from receipt of a fully executed Contract, to include the furnishing of new trash receptacles if they were offered, accepted and included in the Contract. Any and all refurbishing of and/or retrofitting to City owned, pre-existing bus shelters is to be completed within one hundred twenty (120) days from receipt of a fully executed Contract if offered, accepted and included in Contract, where the shelters and be fully functional with ad space sold, where applicable. All new bus shelters shall be in place and fully functional with ad space sold, where applicable, within the times frames stipulated in Section 4, Sub-Section b of this Request for Proposal starting upon receipt of a fully executed Contract.

Proposals shall be based on a period of ten (10) years beginning from the date of any subsequent, fully executed Contract. The exact term of the award, as well as, any renewal and/or extension periods may be determined in negotiations with the successful proposer prior to execution of the Contract.

NOTICE TO BIDDERS

Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations, in order to enter into a contract with the City. "Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation." Bidders must supply with their bids their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.

QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the state in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

EXPENSES ASSOCIATED WITH RESPONSE

The City of Rockville will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of the City.

DISABILITY INFORMATION

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137.

W-9 FORM REQUIRED

Successful respondents are required to complete and submit a W-9 Form. The W-9 form can be accessed at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>. It is the successful respondents responsibility to act upon this instruction for submitting a W-9 form. The City will not be able to process payments if this form is not completed and submitted to the Purchasing Division.



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

**REQUEST FOR PROPOSAL # 57-11
BUS SHELTER PROGRAM**

1. GENERAL BACKGROUND

The City of Rockville is the seat of Montgomery County, offering a vibrant downtown, plenty of recreational opportunities, a variety of annual celebrations and easy access to Washington, D.C. The city is among the largest cities in Maryland and occupies 13.03 square miles within the metropolitan Washington, D.C., area and is located 12 miles northwest of the nation's capital. A major portion of the prestigious Interstate 270 corridor is within the City's corporate limits. Money magazine ranked Rockville No. 66 in its 2008 list of "Best Places to Live in the United States." Rockville is served by three international airports, Amtrak, MARC, Metro rail, Metro bus and Ride On.

There are a total of 477 bus stops in the City of Rockville served by fixed route bus services. Of these stops there are 63 existing shelter sites. Currently, the City is responsible for the installation and maintenance of shelters at both Ride On and METROBUS bus stops. Bus shelters located on Washington Area Metropolitan Association (WMATA) property are not included in this program. Information about the Ride On and METROBUS programs can be found at the web addresses provided below:

Ride On

<http://www.montgomerycountymd.gov/tsvtmpl.asp?url=/content/dot/transit/index.asp>

METROBUS

<http://www.wmata.com/bus/>

Additional opportunities may become eligible for advertising in addition to those sites indicated within this Request for Proposal.

2. CITY DEMOGRAPHIC BACKGROUND

Distribution of Incomes (2009 Inflation Adjusted Dollars)

Income	Household	Family
Under \$25,000	8.1%	5.0%
\$25,000 to \$49,999	12.8%	9.6%
\$50,000 to \$74,999	15.2%	12.0%
\$75,000 to \$99,999	13.7%	12.5%
\$100,000 to \$149,999	22.2%	24.4%
\$150,000 or More	28.0%	36.5%
Median Income	\$91,392	\$107,413

Source: U.S. Census Bureau, 2005-2009 American Community Survey.

Age Distribution

Age Group	Females	Males	All Persons
Under 20 Years	12.2%	12.3%	24.5%
20 to 34 Years	9.8%	9.0%	18.8%
35 to 54 Years	16.2%	15.1%	31.3%
55 to 64 Years	6.6%	5.5%	12.1%
65 Years and Older	7.6%	5.7%	13.3%

2006 Median Age...39.2

Source: U.S. Census Bureau, 2005-2009 American Community Survey.

Housing Units

2007 Average Household Size...2.55

Sources: U.S. Census Bureau, 2005-2007 American Community Survey

Education Characteristics 2006

High School Graduates

Age 25 and Older...89.2%

College Graduates with a Bachelor's Degree or More Education

Age 25 and Older ...52.9%

Source: U.S. Census, 2000; City of Rockville Public Information Office and Department of Community Planning and Development Service.

Traffic Counts On Major Roads Within The City Of Rockville

On Street	Between Streets	Year Completed	Annual Average Daily Traffic
East Gude Drive	Taft Street and Norbeck Road	2010	
First Street	Rockville Pike (MD 355) and Veirs Mill Road (MD 586)	2010	28,180
Frederick Road (MD 355)	Redland Road and Gude Drive	2010	45,144
Hungerford Drive (MD 355)	College Parkway and Mannakee Street	2010	43,241
King Farm Boulevard	Piccard Drive and Gaither Road	2010	2,300
Piccard Drive	Curie Court and West Gude Drive	2010	5,900
Research Boulevard	Research Place and West Gude Drive	2009	11,200
Research Boulevard	West Gude Drive and West Montgomery Avenue	2009	12,000
Rockville Pike (MD 355)	Templeton Place and Congressional Lane	2009	52,820
Shady Grove Road	Pleasant Road and Frederick Road (MD 355)	2009	40,330
Twinbrook Parkway	Rockville Pike (MD 355) and Chapman Avenue	2010	16,152
Twinbrook Parkway	Veirs Mill Road and Meadow Hall Drive	2010	11,342
Viers Mill Road	Dodge Street and First Street	2010	30,170
West Montgomery Avenue (MD 28)	Hurley Avenue and Interstate 270	2009	48,540
West Montgomery Avenue (MD 28)	Adclare Road and Aberdeen Road	2009	26,090
Wootton Parkway	Edmonston Drive and Rockville Pike (MD 355)	2010	19,102
Wootton Parkway	Longhill Drive and Falls Road	2010	18,252

Additional State Highway Traffic Counts can be found at http://shaqbhisdadt.mdot.state.md.us/aadt_locator_public/default.aspx

3. SCOPE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for a Bus Shelter and Bus Stop Program for the City of Rockville, Maryland. The successful firm shall replace and/or design, furnish, install, maintain and operate bus shelters and bus stops in accordance with the terms and conditions of the Request for Proposal. These services will be provided by the contractor at no cost to the City of Rockville, in exchange for exclusive rights to post advertising, supplied by the contractor, on specific bus shelters, subject to the City's approval, where all shelters, upon completion or termination of the Contract, become the property of the City of Rockville, and portions of the revenue generated from the advertising is shared with the City.

4. REQUIRED SERVICES

Interested, qualified firms are to submit a revenue sharing proposal for a comprehensive bus shelter and bus stop program consisting of the design, installation, maintenance and operation of the bus shelters, as well as, maintenance of bus stops, which do not include shelters. The bus shelter program includes the replacement or relocation of existing bus shelters and the installation of bus shelters at bus stops where no shelter currently exists. The bus stop program includes the maintenance and emptying of trash receptacles both at stops with and without shelters. The successful proposer shall be granted the rights to sell and display advertising on the bus shelters. Proposers shall address the following desired requirements:

a. PUBLIC MEETINGS

Contractor shall participate in public meetings, as required by the City, during the term of the Contract at no additional cost to the City. Public meetings with residents and City staff may be necessary to determine the locations of new shelters. Additionally, other meetings may be required involving the City's Mayor and Council, other government entities and promotional events.

b. BUS SHELTER DESIGN

Design services shall provide for a shelter that is functional, attractive and represents the "first class" nature of services the City of Rockville provides to residents, as determined by the City of Rockville. The design shall include the following elements:

- i. The City will have one new shelter design. The design may be larger for specific locations that have an increased ridership.
- ii. Designate a maximum of one of the short walls of the bus shelter for advertising. Advertising panels can be installed on both sides of the wall.
- iii. Shelters shall be a minimum of 4 feet by 7 feet with at least three walls. Shelters shall be designed to accommodate a bench inside. Glass is the preferred treatment for the walls. All shelters must be installed on concrete or other hard surface.
- iv. Provide for the installation of Washington Metropolitan Area Transit Authority (WMATA) static and dynamic rider information, which includes a frame for the WMATA neighborhood map program, and conduit and wiring for the WMATA NextBus© system. Additional specifications for the map program and NextBus© can be obtained by contacting WMATA.
- v. All shelters shall be accessible to disabled persons and must comply with the architectural standards as established by the Americans with Disabilities Act.

Note: Retrofitting of some shelters that are newer and good condition may be permitted. These shelters will be maintained in the same manner as new shelters.

c. BUS SHELTER CONSTRUCTION

During the length of the contract, the contractor shall construct 130 new advertising bus shelters at advertising locations serviced by Montgomery County's Ride On or WMATA METROBUS, including those identified in Attachment G, replacing any bus shelter that the City previously maintained at that location, pursuant to the following schedule:

Contract Year	Minimum Number Of Shelters
1	15
2	20
3	25
4-10	5

d. BUS SHELTER INSTALLATION

The contractor shall be responsible for all construction requirements for the installation of the bus shelters. The City's Department of Public Works will work with the contractor and various permitting agencies to streamline the process, and when possible, arrange citywide permits, and waivers from certain design elements and utility designation. Installation of the bus shelters shall include, but is not be limited to the following:

- i. Survey, design and utility designation of shelter site and surrounding infrastructure;
- ii. Verifying the right of way line for the location of the shelter;
- iii. Obtaining all required permits from the City of Rockville;
- iv. Acquiring permits from State Highway Administration, or other jurisdictions, if necessary;
- v. Providing upgrades to the infrastructure at the pre-approved sites to make sites fully ADA accessible;
- vi. Removing selected existing shelters, as determined and directed by the City. The City may instruct to remove and destroy the shelter, relocate the shelter or transport the shelter to a designated location for storage;
- vii. Installing shelters at selected pre-approved sites (Attachment G);
- viii. Arranging inspections, as deemed necessary by the City and/or where required by the City or other government entity, after installation of shelter is complete;
- ix. Performing regular maintenance on the installed bus shelters (See Section g.).

e. BUS SHELTER SERVICES ROUTES AND ROUTING ANALYSIS

Within ten (10) days of fully executing any subsequent contract the contractor's crews are to visit each pre-existing bus shelter/stop, bench and/or trash receptacle site in the City daily for a thirty (30) day period. Information obtained from the visits is to be used by the Contractor to establish a maintenance/service requirement profile and thereby plan out the most efficient routes for the Contractor's service team(s). All shelters and/or benches, trash receptacles, etc. shall be serviced a minimum of once per week. All trash receptacles shall be serviced a minimum of once a week. Scheduling additional servicing will be based on the results of initial and ongoing route analysis, as determined by the City and shall be provided at no additional cost. In addition, immediately following the installation of new shelters, benches, trash receptacles, etc. a crew is to visit that site every day for a thirty (30) day period to determine and/or reassess maintenance/service requirements.

f. BUS SHELTER MAINTENANCE AND OPERATION

Maintenance and operation of the bus shelters, trash receptacles, advertising and non-advertising is the sole responsibility of the Contractor. The Contractor shall provide a program to maintain the bus shelters and trash receptacles as first class, like-new condition for the duration of any subsequent contract. This program shall be based on the maintenance analysis completed at the beginning of the contract (Section 4, Sub-Section e.). The maintenance program may be modified, as necessary, to keep the shelters and trash receptacles in said condition as required. The City reserves the right to require the Contractor to obtain written permission prior to making modifications to the program. The maintenance program shall consist of the following minimum requirements:

- i. Maintenance and operation of the bus shelters is the sole responsibility of the contractor.
- ii. Maintenance includes reconditioning, refurbishing and replacement of bus shelters as necessary. The shelters will be operated and maintained at the highest industry standards, as determined by the City.

- iii. Removal of trash from trash receptacles and trash within a 15 foot (15') radius of the shelters, stops and/or receptacles. Where not welcome or practical, as determined by The City, the Contractor will not be responsible for picking up trash on private property; however, in the interest of the City being a good neighbor, the Contractor is responsible for trash pickup within a 15 foot (15') radius unless otherwise instructed by the City. The contractor shall be responsible for all fees associated with using the landfill, including a permit, if necessary.
- iv. Removal of graffiti
- v. Removing unauthorized signs, papers, and posters
- vi. Routine inspection and washing, including power washing, of the shelters
- vii. In the event that a bus shelter and/or trash receptacle is damaged or suffers a condition that threatens public safety, the contractor shall take all action necessary to eliminate such conditions and commence necessary repairs or replacement within eight (8) hours after discovery of such condition by contractor, or from the time that the contractor is made aware of such condition by the City or a third party. Repairs shall be made within 24 hours of the contractor being made aware of the problem and include replacement of broken panels, repair of broken display doors, replacement of burned out lights (if applicable), trash pickup of overflowing cans, or the correction of circumstances which jeopardize the safety or security of patrons waiting at shelters and/or stops.
- viii. Displaying and operating a phone number and email address to receive comments and maintenance/service requests from the public. The phone number and email address will be displayed at the shelter along with a shelter identification number.
- ix. Maintenance schedules and maintenance logs for all bus shelters. The City will have the rights to review the maintenance documents as requested.
- x. Snow and ice removal; the contractor shall spread an ice preventive agent in and around the bus shelters as needed.
- xi. Complaint procedure to record complaints (should include the time and date, contact information or complainant, shelter number, type of complaint and action taken to address the complaint).

Note: Stops with lower ridership and that do not require high maintenance intensity may have reduced maintenance levels with City written permission; any reduced maintenance levels must be restored to original levels at the City's request.

g. BUS SHELTER ELECTRICITY

The Contractor is responsible for all utility installations and utility operating costs. The Contractor may (at its discretion and at its sole expense but with prior Notice to the City) access the City's electrical service to provide electricity to the bus shelters, provided that the use of electricity by the Contractor shall be separately metered or separately charged by the City to the contractor. The contractor shall pay for the electricity usage either directly to the pertinent utility company or pursuant to utility invoices sent to the Contractor.

h. BUS SHELTER LIGHTING

Contractor should provide options for illumination of the bus shelters. Solar lighting should be considered. All electric lights should be of the highest efficiency industry standards. The Contractor shall be responsible for the installation, operation, maintenance and any other costs associated with lighting. Lighting must comply with the City of Rockville Zoning Ordinance(s) and/or to the City standards regarding outdoor lighting.

i. BUS SHELTER ADVERTISING

The contractor shall have exclusive rights to sell advertising at shelters within the City of Rockville for the term of this contract.

- i. The advertising shall be of reputable character, shall conform to recognized business standards, and shall not conflict with the laws of the United States, or the State of Maryland, or the City of Rockville. No tobacco or alcohol advertisements will be permitted. Additionally, the Contractor grants the City the right to disapprove advertisement deemed inappropriate by the City. The Contractor shall remove said advertisement within 24 hours of receiving written notification of the problem.
- ii. The Contractor shall be responsible for selling ad space; fabricating the ads; receiving the payments from advertisers; attaching advertisements to the shelters, maintaining advertisements on the shelters and removing advertisements from the shelters.
- iii. Trades of advertising for goods and services must have the pre-approval the City, in writing.
- iv. The Contractor will not provide any unpaid advertising or trade advertising for goods and services without written consent from the City.
- v. The City reserves the right to designate up to five percent (5%) of the shelter inventory to advertise City programs and events.
- vi. At the City's request, a maximum of ten (10%) of all new shelters installed shall be installed without advertising. The City will designate these locations prior to installation of the shelter(s). Advertising on specific shelter locations may not be appropriate due to the adjacent land use.
- vii. The Contractor shall warrant that individuals or characters appearing or depicted in ads have provided their written consent and have been compensated by the Contractor for their appearance, if appropriate.
- viii. The City shall not be held liable for any copyright infringements or liabilities from ads placed and/or created by the Contractor or any third party.
- ix. The City has the right to use pictures of the shelters with ads to promote itself and/or the program without the necessity of obtaining any permission from Contractor and/or any third party, and without expense and charge.

j. BUS SHELTER OWNERSHIP

The Contractor shall retain title to all furnished shelters, trash receptacles and other associated equipment throughout the term of the Contract. The City will assume no liability for damage to any of the equipment from fire, theft, vandalism, traffic accidents, acts of god, etc. However the City will use reasonable precaution to protect the supplier's equipment where deemed possible by the City. The successful Contractor shall replace equipment as needed due to fire, theft, vandalism, traffic accidents, acts of god, etc., upon expiration of this contract or cancellation, the bus shelters, trash receptacles and other associated equipment installed pursuant to this contract shall become the property of the City of Rockville, without any additional cost the City.

k. ASSOCIATED RECORD KEEPING AND REPORTING**i. RECORD KEEPING**

Contractor, as well as, any sub-contractors providing goods or services under the resulting Agreement shall maintain accurate accounting records for all goods and services provided, and shall retain all such records throughout the term of the contract and for a period of at least four (4) years following Contract. Records to be kept include, but are not limited to:

1. Revenue collected from advertising sales.
2. Reconciliation of revenue to sales.
3. Revenue overages and/or shortages.
4. Financial information and transactions (such as invoices) pertaining to activity conducted for the City.
5. Maintenance schedules and maintenance logs for all bus shelters and/or stops.
6. Complaints, to include at a minimum, the time and date, contact information or complainant, shelter/trash receptacle number, type of complaint and action taken to address the complaint.

ii. REPORTING

Contractor shall summarize and report, concisely and accurately, pertinent information to the City in a timely manner throughout the duration of any subsequent Contract. Any information provided to the City shall be consistent with any reports prepared by the Contractor for its internal use.

1. At the end of each monthly accounting period (exact time to be determined) the Contractor must submit detailed reports of ad sales, revenue collection, maintenance, and complaints to the City Contact and/or Project Administrator. Commission checks or confirmation of ACH transfers for each accounting period shall accompany each report. The following information shall be included:
 - o Amount of revenue/money collected.
 - o Indications of overage or shortage amounts.
 - o Volumes of ad space and categories sold.
 - o Commission rates applicable to ad space and categories sold.
 - o Amount of commission/revenue payable to the City.
 - o Month-to-date and fiscal year to date totals.
 - o Confirmation of maintenance/services performed.
 - o Complaints to include type and action taken.

I. ASSOCIATED FUTURE/POTENTIAL PROGRAMS

Both the Contractor and the City of Rockville reserve the right to recommend, and initiate, through a mutually agreed upon amendment to the Contract, additional enhanced services to the City of Rockville that include but are not limited to:

- i. Advertisements on other street furniture
- ii. Wayfinding programs.
- iii. Displays of local or cultural artwork, sculptures, etc. in/on/and around bus shelters.
- iv. Trash pick-up and maintenance at non-advertising bus stops other than the ones listed in Attachment G.
- v. A capital bus stop improvement program at non-advertising bus stops.

m. OTHER ASSOCIATED GENERAL REQUIREMENTS

- i. If the City agrees, the Contractor may install an advertising shelter in place of an existing non-advertising shelter. The existing bus shelter being replaced will then be installed in a non-advertising area.
- ii. All new non-advertising bus shelters, other than the existing and unused bus shelters, shall be identical to the advertising bus shelters, except that the non-advertising bus shelters shall not contain advertising panels.

- iii. The Contractor shall repair at its sole expense any damage to the public right-of-way caused by its construction or removal of any bus shelter. The contractor shall replace any existing bus shelter within fourteen (14) calendar days after it is removed from a site.
- iv. If, during the Contract, bus service is eliminated at a bus shelter location, or if a bus shelter creates a sight line hazard, the Contractor shall select another bus stop served by Montgomery County Ride On or WMATA METROBUS, or by any scheduled fix route carrier or any successor of such services for the relocation of such bus shelter. The Contractor shall, at its expense, remove the bus shelter within fourteen (14) calendar days.
- v. The Contractor shall provide all required bus shelter equipment, as well as, all other associated equipment, maintenance and services at no expense to the City.
- vi. If any type of bus shelter equipment and/or other associated equipment provided by the Contractor will not fit into existing areas, any modifications (e.g. – new pads, revised easements, rights-of-way, etc.) shall be made at the Contractor's expense. Proposed renovations must be approved in writing by the City.
- vii. Appearance of all equipment provided shall be aesthetically appealing, as determined by the City of Rockville.
- viii. The Contractor must keep the City informed of any and all innovations in the equipment that could affect the City's operation and profitability. At the City's request these upgrades or innovations must be installed at no charge to the City.
- ix. The City is not responsible for any inconvenience as the result of road or other construction. Delivery and maintenance vehicles are restricted to legal operating areas and may not be operated on sidewalks (this will be strictly enforced). Any special needs the supplier feels are necessary for the delivery of bus shelters and other equipment, as well as, associated maintenance should be disclosed in the proposal. If such needs arise after the effective date of the contract, written consent must be obtained from the City prior to any alternative delivery and or maintenance methods being used.
- x. The Contractor shall be responsible for parking permits, fees, tickets, etc. for company vehicles operated within the City limits of Rockville. All information regarding parking, operation of a vehicle within the City, or City driving regulations can be obtained from the City's Police Department at <http://www.rockvillemd.gov/police/index.html>.

5. PREFERENCES

The City reserves the right to give preference to proposals, which include a solution for providing new and/or refurbished, trash receptacles, all of which match in color and design, at all bus stops (i.e. – those with and without shelters). Any receptacles offered should be designed and manufactured for the purpose of serving metropolitan bus shelters and stops. Proposers who include a solution for trash receptacles are encouraged to propose receptacles also designed for advertising purposes to include a separate, optional stand-alone revenue sharing solution, which may be amended to any subsequent contract, should the City's Mayor and Council approve such advertising in the future.

6. APPLICABLE LAWS AND STANDARDS

The Contractor and any Sub-Contractors work and delivered products shall comply with all applicable laws and regulations necessary to perform the service requirements, and shall comply with all local, state and federal law with respect to safety, health and the environment, as well as any policies adopted by the City with respect to such concerns regarding the products and services offered.

7. RESPONDENT QUALIFICATIONS

- a. The respondent shall:

- i. Be established in the business of providing bus shelter programs, including, but not limited to maintenance, trash receptacle emptying, sales of advertising, and associated services for a minimum of three (3) consecutive years within the last ten (10) years.
- ii. Be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees and not currently involved in any type of litigation.

8. RESPONDENT'S PROJECT MANAGER QUALIFICATIONS

- a. The project manager shall:
 - i. Have a minimum of three (3) years experience in the last five (5) years bus shelter programs, as well as, managing sales and service personnel.
 - ii. Be a permanent staff employee of the firm.
 - iii. Oversee all aspects of the project.
 - iv. Serve as the constant primary point of contact for the City.

9. LOGISTICS AND SAFETY

- a. The Contractor shall:
 - i. Confirm with City of Rockville that proper traffic control is provided for all activities. The City will provide traffic control plan(s) if required.
 - ii. Confirm with City of Rockville that proper crane and/or digging control is provided for all activities. The City will provide guidance if required.
 - iii. Observe all environmental and safety requirements including, but not limited to, the following:
 - 1. Provide Contractor personnel with hard hats, vests, safety shoes, gloves and goggles, if working on City right-of-way and/or construction/maintenance sites.
 - 2. Ensure all personnel appearing in any ads are wearing required safety apparel and adhering to any and all applicable environmental and/or safety laws and regulations for the functions being inferred by the add.

10. CITY RESPONSIBILITIES

- a. The City will:
 - i. Schedule meetings, as needed, with the Contractor.
 - ii. Provide management supervision and approval from beginning to end on all goods and services being provided by the Contractor.

11. DELIVERABLES

a. PUBLIC MEETINGS

- i. Participate in public meetings, as required by the City.

b. BUS SHELTER DESIGN

- i. Provide a bus shelter design that is functional, attractive and represents the "first class" nature of services the City of Rockville provides to residents, as determined by the City of Rockville.

c. BUS SHELTER TO INCLUDE INSTALLATION AND MAINTENANCE

- i. Furnish 130 new advertising bus shelters and associated equipment.
- ii. Install 130 new bus shelters, and associated equipment, replacing any bus shelter that the City previously maintained.
- iii. Maintain all bus shelters and associated equipment.

d. REVENUE/COMMISSION

- i. Provide revenue/commission from the proceeds of advertising at shelters within the City of Rockville.

e. REPORTS

- i. Provide reports consistent with any reports prepared by the Contractor for its internal use.

Note: It shall be understood by respondents that providing trash receptacles are included in the requirements and deliverables above, only for those respondents who propose a solution, which includes providing trash receptacles. Regardless of whether the trash receptacles are provided by the City or the Contractor, the Contractor shall be responsible for all trash removal from the trash receptacles.

12. TECHNICAL & CONTRACTUAL QUESTIONS

Technical and contractual questions pertaining to this RFP may be directed to Jonathan Pierson, C.P.M., Contract Specialist, via e-mail at jpierson@rockvillemd.gov, no later than **Friday, June 03, 2011**. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the requirements, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will posted at the address listed below:

<http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the respondents responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

13. PROPOSAL SUBMITTAL INSTRUCTIONS

One (1) original and three (3) copies of the proposal, marked "**RFP # 47-11, BUS SHELTER AND BUS STOP PROGRAM**" must be submitted to and received no later than **2:00 P.M. (EST) on Friday, June 17, 2011** by the Purchasing Division, City Hall, 111 Maryland Avenue, Rockville, MD 20850, Attn: Jonathan Pierson, C.P.M., Contract Specialist.

In order to provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. **Individual, separate and complete proposals must be submitted and contain the following elements organized into separate chapters and/or sections, as deemed appropriate.** Failure to adhere to this format may result in the disqualification of your proposal(s).

- Letter Of Interest
- Approach And Work Plan
- Understanding The City's Requirements
- Firm Experience And Capabilities
- Project Team Qualifications And Experience
- Sub-Contractors
- Price Proposal
- Other Relevant Information
- References
- Execution Of Offer
- Other Miscellaneous Required Elements
 - Affidavit Form
 - Respondent's Questionnaire
 - Performance & Payment Bonds
 - Agreement
 - Insurance
 - Extension To Metropolitan Washington Council Of Governments

These elements parallel the basis of the City's proposal evaluation criteria. The following sections provide guidelines for information to include in the proposal.

a. LETTER OF INTEREST

Provide a Letter of Interest, which includes a short, concise and focused overview that introduces your firm to the reader.

b. APPROACH AND WORK PLAN

Describe your recommended approach and work plan regarding the services that your firm will provide as they relate to the Scope of Services.

This section must address in depth how you plan to meet the general or overall spirit of the City's needs, as well as, discuss the staffing level(s) anticipated by your firm to meet these needs and the relative effort that each staff member will devote to projects. This section should also provide **detailed** information about your firm's mission and philosophies, as well as, its strategies and processes for providing a bus shelter/stop program to its customers that add value and distinguishes it from all others.

Provide a detailed strategy for providing this need in accordance with the requirements listed within this Request for Proposal. The strategy shall include but not be limited to:

- Describe how the respondent plans to provide financial support to the City in exchange for bus shelter advertising rights.
- Provide an operation and marketing plan to achieve the objectives set forth within this Request for Proposal.
- Provide information relating to the respondent's products and services and how the City would obtain them under the term of a Contract. Specific information shall also be provided about the following:
 - a. Procedures for obtaining products and services on a routine and emergency basis;
 - b. Delivery schedules for products, equipment and services;
 - d. All product lines and services available;
- Provide a plan for assisting with recycling efforts

Providing a comprehensive, fact-based marketing plan is critical to the success of the City Bus Shelter and Bus Stop Program. Respondent shall provide response to the following, supplemented by any additional marketing considerations Respondent believes are significant to the City's Program.

- How will your company provide timely and effective marketing to promote the sale of advertising for the program?
- Specifically describe both the financial commitment, as well as any in-kind support, the proposer offers to devote to marketing activities for the City. Confirm that these commitments are in addition to any compensation described within the Request for Proposal and that Respondent will report its marketing expenditures (both dollar amounts and in-kind promotions) to the City no less than quarterly. All reports shall be provided to the Contract and/or Project Administrator.
- Discuss any proposal to engage in co-branding marketing activities. Confirm that such activities are in addition to any compensation described within the Request for Proposal and that Respondent agrees co-branding must be explicitly approved by the City in order to ensure appropriate and permitted use of City logos, trade names, and trade dress.

- Over the term of any subsequent Contract, both the Contractor and the City can expect that circumstances will change in unforeseen ways. New products, new means of ad distribution, new technologies, changing infrastructure and venues are all very real and likely possibilities. Discuss how the proposer intends to address such evolving circumstances in a way that protects both parties' interest under any subsequent Contract, yet allows the flexibility needed for the parties to capitalize on new opportunities. Describe any experience the respondent may have with respect to addressing these kinds of changes for similar projects of size and scope.

Provide detailed information with regard to a proposed communication plan between the City and your company in order to assure the success of this program.

Provide a sample copy of all reports that are available with your proposal. Include a table of contents and a brief description of the purpose of each report.

c. UNDERSTANDING THE CITY'S REQUIREMENTS

This section should confirm your understanding of the RFP and the City of Rockville's needs, as well as, provide narratives describing your firm's understanding of the required categories, services tasks, responsibilities, response times, scheduling and deliverables set forth in Sections 1 through 11 of this RFP, as well as, how your firm intends to accomplish related tasks and provide solutions to all of the needs identified within these first eleven (11) sections of the RFP. These Narratives should also demonstrate your firm's knowledge and understanding of local and regional conditions, as well as, local, state and federal regulations where applicable.

Provide a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. A technical narrative should address separately each of the tasks described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in these Special Provisions. This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

Demonstrate a comprehensive understanding of complying with the Americans with Disabilities Act (ADA), design requirements, obtaining permits and final inspections.

Demonstrate a comprehensive understanding of providing regular maintenance including trash pick-up, shelter inspections, etc. and the provisions for documenting maintenance schedules.

Demonstrate comprehensive understanding of delivering emergency services to shelters where incidents create hazardous conditions.

Respondents are to delineate plans to enhance the overall appearance of bus shelters and stops located within the City. Such plans may include but not be limited to the structural improvements/renovations, appearance improvements and marketing elements.

This section should also demonstrate your firm's capability to respond to the City's needs in a timely manner by identifying the proximity of the respondent's office(s) to the City of Rockville, as well as, acknowledging and stating conformance to any required response time(s) set forth herein.

Lastly, this section should include a definitive statement of intent to comply with all terms and conditions as delineated in this RFP. In the event any of the terms and conditions found within this document are not acceptable as described, respondent must notate and explain any exceptions. Exceptions identified post response, may not be considered, and failure to agree to terms and conditions required by law or City purchasing regulations may be grounds for disqualification of your proposal.

d. FIRM EXPERIENCE AND CAPABILITIES

Provide the City with a description of your firm and examples of your firm's commitment to the services set forth in this RFP and/or government clients in general, as well as, a statement of qualifications demonstrating a minimum of three (3) years experience performing similar work. Please address the following:

- Summarize the organizational structure, ownership and size of your firm plus its date of organization and current principal place of business.
- Provide a list of all other governmental entities for which your firm has previously provided equivalent services.
- Describe in detail your firm's experience with similar projects to include, but not limited to the following as they relate to the services required:
 - A list of three (3) projects completed within the past three (3) years that best illustrate your firm's capabilities as they relate to the required work described herein, including description, scope, project and cost. These projects should also demonstrate local work experience, as well as, knowledge of local regulations and conditions.
 - Information on delivery of projects on time and within budget, execution time (contract vs. actual), cost (estimated vs. actual), as well as, any problems encountered and the solutions devised.

Note: The City reserves the right to contact the customers referenced in these projects to verify/confirm the details provided by your firm.

- Describe any prior and/or ongoing specific experience or familiarity with the City of Rockville.
- Provide any additional information you wish to call to the City's attention with respect to your firm's qualifications.
- Please specify similar qualifications for all proposed subcontractors.
- Company's overall current workload, and anticipated workload if awarded a contract for this need to include current production capability.
- Company's professional registrations, affiliations and memberships

The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the proposal.

e. PROJECT TEAM QUALIFICATIONS AND EXPERIENCE

This section must include a staffing plan, shown in organization chart format, and the qualifications of the staff that you will assign to this account in the event your firm is selected. The staff organizational chart should show personnel available to work on the project. At a minimum, this section should include:

- Name of the designated manager(s)
- Organization's name (e.g. – managers department, unit, division, etc.), functional discipline, and responsibilities of all staff assigned to the account, as well as, staff size and availability.

- Complete resumes or description of all assigned managers and key staff including, but not limited to, education, professional experience, certifications/licenses, length of time employed by your firm and/or whether or not the team member is a subcontractor. Resumes are also to include any project experience with the City of Rockville.
- Portfolios for all managers to include projects related to the tasks outlined in this proposal, which are similar in size and scope to the needs of the City of Rockville.
- Project manager(s) current workload, and anticipated workload if awarded a contract for this need.

Note: The City has the right of reasonable rejection and/or approval of staff or sub-contractors assigned to the project by the Contractor. The staff named in the proposal shall remain assigned to the project throughout the period of the contract. If the City rejects staff or sub-contractors, the Contractor must provide replacement staff or sub-contractor satisfactory to the City in a timely manner and at no additional cost to the City.

Note: The Contractor may make no diversion or replacement of staff without submission of a resume of the proposed replacement with final approval by the City of Rockville.

Note: The offeror shall clearly state if it is proposing to sub-contract any of the work herein. The names of all sub-contractors together with a description and anticipated percentage of the work being sub-contracted are to be provided in the Execution of Offer. The offeror assumes full liability for the performance of all subcontractors.

Note: The City reserves the right to contact customers referenced to verify/confirm details provided by your firm.

Note: The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the proposal.

f. SUB-CONTRACTORS

List any sub-contracting disciplines needed to provide any and all requirements of this RFP and identify all Sub-Contractors and/or other proposed members of the Project Team not mentioned to this point, and describe what portions of the requirements they would perform along with their experience, qualifications and capabilities to provide the specified services.

Respondents shall clearly state whether or not they intend to sub-contract any portion of the work herein. The names of all sub-contractors together with a description and anticipated percentage of the potential work being sub-contracted are to be provided. The Contractor assumes full liability for the performance of all subcontractors.

The City of Rockville reserves the right to require Contractor and any third party (sub) contractors to also indemnify and hold harmless other federal, state and local governmental entities, and where required at no additional cost. All sub-contractors assigned to this project shall adhere to and deliver required Certificates of Insurance.

In the event an unforeseen need arises to utilize a subcontractor after an award has been made, the Contractor shall notify the City of Rockville in advance. Any and all subcontractors shall conform to all terms, conditions and specifications of the contract.

g. REVENUE SHARING/COMMISSION, POTENTIAL, REQUIREMENTS AND NON-COMPLIANCE FEES

i. REVENUE SHARING/COMMISSION

It is the intent of the City of Rockville to enter into a contractual agreement with one (1) selected respondent based upon the requirements outlined within this proposal and the subsequent revision (if necessary) to the scope based upon negotiations of a lump sum price. The Execution of Offer (Attachment A) should contain any initial fee payment offered, a guaranteed minimum monthly payment, and a percentage of monthly gross receipt, where the payment to the City will be the greater of the minimum monthly payment or the percentage of the monthly gross receipts. Respondent must attach to the Execution of Offer (Attachment A), a highly detailed breakdown of costs associated with providing this service, which includes at a minimum:

- i) Total estimated monthly costs associated with providing all of the goods and services described herein.
- iii) Identify all estimated, monthly non-labor costs including plan copies, courier, mailing, data processing, forms, fax transmissions, telephone calls, printing and all other expenses or incidentals.

Note: Failure to provide these costs may result in the disqualification of your proposal.

Note: No payment will be made by the City for Contractors costs or for travel related expenses (e.g. – airfare, meals, mileage, lodging, per-diem, etc.).

ii. REVENUE POTENTIAL

Provide a comprehensive, fact-based report on the estimated revenue potential of the City Bus Shelter and Bus Stop Program, supplemented by any additional revenue considerations Respondent believes are significant to the City's Program.

iii. REVENUE REQUIREMENTS

1. Pricing for all advertising must be consistent for all shelters for like advertising products.
2. Provide proposed price list for all advertising products proposed to be sold, distributed or otherwise offered by respondent for the first three years of the Contract.
3. Provide proposed price list for the balance of the Contract expressed in terms "not to exceed" an accepted index (e.g., U.S. Government Consumer Price Index (CPI), Producer Price Index (PPI), etc. for the local area.
4. Any proposed price changes must be presented to the City for review and consideration for approval, where any price changes will be approved by the appropriate City designee. Approved increases are to become effective not less than thirty (30) calendar days after notification. Decreases will be effective not more than ten (10) days after notifications.
5. Describe in detail the process Contractor will use, should product prices increase after year three (3) of the Contract. Include detail with respect to communication with the City.
6. Provide Respondent's internal commission rate schedule, if applicable.
7. Describe in detail (including specific advertising products and volume) any proposed incentive payment to the City based upon growth in bus shelter advertising sales at the respective locations.
8. Confirm Contractor shall pay for:
 - o Any and all required permits
 - o Any and all licenses and bonds needed to comply with pertinent federal, state, or local policies, as well as any applicable law;
 - o Any and all applicable taxes, including but not limited to sales and property taxes.

iv. NON-COMPLIANCE FEES

1. Propose a procedure and fee schedule that would be implemented to promptly reimburse the City for any costs associated with maintaining and/or servicing the shelters and/or associated equipment in instances of emergency, where the Contractor is unable for reasons beyond his/her control, and/or where the Contractor simply fails to perform.
2. Propose a procedure and fee schedule that would be implemented to promptly reimburse the City for any lost revenue/commission associated with instances where the Contractor has to pro-rate refunds back to its advertising customers for failure to provide advertising services.
3. The City reserves the right to negotiate additional non-compliance fees, schedules and/or terms as part of the agreement.

h. OTHER RELEVANT INFORMATION

Provide any additional information you wish to call to the City's attention with respect to your firm's qualifications and how it can add value to this project.

i. REFERENCES

Provide a list or describe representative clients currently or recently served focusing on clients similar in size and complexity to the City of Rockville. Information about the City of Rockville can be found at the following web address:

<http://rockvillemd.gov/>

Provide the current name, address, telephone number, contact person, scope of services and/or project description and cost of at least six (4) specific references (preferably local governments such as the City of Gaithersburg, Montgomery County, Maryland State Highway Administration, Howard County, etc.) your firm has served; preferably those in which the members of your proposed project team provided the same or similar services as requested herein.

- Two (2) of these references are to be for current, unfinished projects.
- Two (2) of these references are to be for completed projects not to exceed three (3) years in age.

Additionally, provide the current name, address, telephone number, and contact person on the Reference Form (Attachment B) for additional, related private and/or international sector projects.

j. EXECUTION OF OFFER

Complete and return the attached Execution Of Offer form with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

k. OTHER MISCELLANEOUS REQUIRED ELEMENTS**i. AFFIDAVIT FORM**

Complete and return the enclosed Non-Conviction/Collusion Affidavit Form (Attachment C) with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

ii. RESPONDENT'S QUESTIONNAIRE

Complete and return the attached Respondent's Questionnaire Form (Attachment D) with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

iii. PERFORMANCE & PAYMENT BONDS

The City reserves the right to require Contractor to provide City standard issue performance and payment bonds, prior to fully executing any subsequent Contract. In the event performance and payment bonds are requested, they will be required to be executed for 100% of the revenue potential estimated by the Contractor in his/her proposal to the City as guaranty that the scope of work will be performed faithfully and that the City will be saved harmless from all costs and damages which the City may suffer by reason of the default or failure of the proposer to perform the work.

The only forms of surety acceptable as a bond are a surety or blanket bond from a company chartered or authorized to do business in the State of Maryland. Forms for the bonds are provided by the City.

The surety has to be provided by a company authorized to do business in the State of Maryland.

The bond shall remain in force for four (4) years after termination or expiration of the Contract.

The successful proposer shall execute and deliver performance bond in such form and with such sureties as the City may prescribe or approve the cost thereof.

The Contractor will be informed upon award of agreement if these bonds will be required.

iv. AGREEMENT

Provide a statement that the firm, if awarded the contract, shall execute the City of Rockville's Standard Professional Services Agreement (Attachment E).

v. INSURANCE

Provide a statement that the firm, if awarded the contract, shall meet all of the insurance requirements contained within this bid document. Provide a copy of a current Certificate of Insurance.

14. EVALUATION AND AWARD

An Evaluation Committee consisting of City staff will review all proposals. The committee members will independently evaluate the proposals based on the following criteria:

<u>EVALUATION CRITERIA</u>	<u>WEIGHT</u>
1. Approach And Work Plan	15%
2. Understanding The City's Requirements	15%
3. Firm Experience And Capabilities	20%
4. Project Team Qualifications And Experience	15%
5. References	10%
6. Revenue Potential/Sharing/Commission Proposal	25%

The Evaluation Committee will evaluate the proposals and may also ask questions of a clarifying nature from offerors as required. The ability to meet the requirements for services is the prime consideration factor. Each Review Committee member will complete a proposal evaluation matrix form for each submission received. A composite rating will be developed which indicates the group's collective ranking of the highest rated proposals.

Note: The City reserves the right to develop an evaluation formula for revenue potential and commission after receipt of proposals, and reserves the right to give preferential price scoring to offers containing expedited commission solutions and/or any initial, clear and free lump sum initial fee payment upon commencement of any subsequent Contract.

Selection will be made of one offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal. Negotiations may be conducted with one or more offerors so selected. Revenue potential and commission will be considered, but need not be the sole determining factor. After negotiations have been conducted, if needed, the City will select one offeror, which, in its opinion, has made the best proposal, and will award a contract to that offeror. The City may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

The Evaluation Committee may afford those offerors whose proposals seem to be the most beneficial to the City an opportunity to make oral presentations in order to clarify their proposals, including presenting proposal in a public forum. If requested, oral presentations shall be made at no cost to the City. When the committee has tentatively selected an offeror, it may request a conference to clarify specific matters. The City of Rockville reserves the right to reject any and all proposals and to accept the proposal(s) the City considers most advantageous. All proposals will become the property of the City.

At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror(s) proposals will be rescored to combine and include the information contained in the BAFO. In this instance, the decision to award will be based on the final evaluation including the BAFO. **Please note, respondents are discouraged from submitting inflated pricing in their original response in anticipation of price negotiation and the use of a BAFO process. The BAFO process may or may not be used, or may be used on a case-by-case basis to negotiate services, deliverables, pricing terms conditions, etc. with individual respondents. Placing inflated pricing in your original response may produce a low scoring result, which prevents your proposal from reaching the negotiation stage of the evaluation process.**

The City Manager or the Mayor and Council will make the final decision of award based on the recommendations of the Review Committee, and endorsement of any other governmental bodies if necessary.

15. COMPENSATION

Any subsequent Contract will be a revenue sharing contract. The Contractor shall pay to the City a proposed revenue share/commission share of the advertising receipts generated from the advertising on bus shelters. (i.e. – There should be no proposed solutions requiring the City to compensate the Contractor).

16. REVENUE SHARING/COMMISSION SHARING PAYMENTS

The Contractor shall submit commission checks or ACH transfers, for each monthly accounting period, to the City for its share of the revenue sharing/commission sharing offered in the Contractor's response to the Request for Proposal. Commission checks or ACH transfers are to be accompanied by all ad sales, and revenue collection for the corresponding, monthly accounting period to include the amount of revenue/money collected, indications of overage or shortage amounts, volumes of ad space and categories sold, commission rates applicable to ad space and categories sold, amount of commission/revenue payable to the City and month-to-date and fiscal year to date totals.

All such payments shall be paid promptly to the City of Rockville. In the event that the City disputes the amount of a payment, the Contractor shall provide complete cooperation during any such investigation. All non-electronic payments shall be forwarded to the following address:

City of Rockville
Bus Shelter Program
Department Of Finance
111 Maryland Avenue
Rockville, MD 20850

Confirmation of payments along with a copy of the aforementioned accompanied information shall be forwarded to the following address:

City of Rockville
 Bus Shelter Program
 Department Of Public Works
 111 Maryland Avenue
 Rockville, MD 20850

17. PAYMENTS TO SUBCONTRACTORS

Within seven days after receipt of amounts paid by the City of Rockville for work performed by a subcontractor under this contract, the Contractor shall either:

Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.

18. CONTRACT ADMINISTRATOR

Contact information for the contract administrator will be provided upon award.

19. CITY RESPONSIBILITIES

The City will provide copies of any readily available information, which it deems as helpful to the Contractor, however the City does not warrant the accuracy of any documents and/or information.

20. DAMAGE CLAIMS

The Contractor shall make no claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever.

21. ADDITIONAL COMPLIANCE

All services shall be performed in compliance with industry standards as determined by the City of Rockville, and all federal, state, and local laws, ordinances and regulations.

22. OWNERSHIP OF DOCUMENTS

Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of City of Rockville. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City of Rockville. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City of Rockville agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

23. CONTRACT EXCLUSION AND AFFIRMATION

Signing the Letter of Interest and Execution of Offer with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and the Contractor may be removed from all proposal lists. By signing this proposal, the offeror/contractor hereby certifies that:

- The Contractor shall not engage in providing consulting or other services to any private entity regarding any property within any project area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise.
- The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

- The firm, corporation, partnership or institution represented by the Contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- The Contractor has not received compensation for participation in the preparation of the specifications for this Request for Proposal.

24. PUBLIC INFORMATION REQUESTS

Information, documentation and other materials submitted under this proposal may be subject to public disclosure under various open records acts. Offeror is hereby notified that the City of Rockville strictly adheres to this open records requirements and the interpretations thereof rendered by presiding courts and tribunals. Offeror shall be deemed to have knowledge of these laws and how to protect the legitimate interests of the contractor.

25. COST REDUCTION/SAVINGS

It is the City's intent that this request for proposal encourages maximum competition. Offerors are requested to identify in their proposal alternative approaches or methodologies, which if adopted, would reduce project costs and generate additional cost savings. Offerors also should identify any aspect of the specifications that contribute unnecessarily to increased project cost.

26. COMPLIANCE WITH CONTRACT

The City Of Rockville will decide all questions, which may arise as to the quality, or acceptability of work performed, the manner of performance and the rate of progress of the work, the interpretation of the Requirements, Request for Proposal, Contractors Proposal and Contract, as well as, acceptable fulfillment of the contract on the part of the Contractor.

27. PROOF OF COMPLIANCE WITH LAWS

When required, the Contractor shall furnish the City Of Rockville with satisfactory proof of its compliance with any and all Federal, State and Local laws, statutes, ordinances, rules and regulations, as well as, any and all orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this contract.

28. ABANDONMENT, DISSOLUTION AND RESTRUCTURING

A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City Of Rockville as soon as possible but not later than thirty (30) days from date of change.

29. INDEPENDENT VENDOR STATUS

Contractor agrees that Contractor and Contractor's employees and agents have no employer-employee relationship with the City of Rockville. The City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will the City furnish any medical or retirement benefits or any paid vacation or sick leave.

30. RIGHT TO AUDIT

At any time during the term of any subsequent agreement and for a period of four (4) years thereafter the City of Rockville or duly authorized audit representative of the City, at its expense and at reasonable times, reserves the right to incrementally audit Contractor's records. In the event such an audit by the City reveals any errors/underpayments by the Contractor, Contractor shall pay the City the full amount of such underpayments within thirty (30) days of such audit findings, or the City at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

31. NON-DISCLOSURE

Contractor and the City of Rockville acknowledge that they or their employees may, in the performance of any subsequent agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Contractor or the City unless required by law.

32. PUBLICITY

Contractor agrees that it shall not publicize any subsequent agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the City of Rockville's name in connection with any sales promotion or publicity event without the prior express written approval of the City.

33. SEVERABILITY

If one or more provisions of any subsequent agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

34. NON-WAIVER OF DEFAULTS

Any failure of the City of Rockville at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of any subsequent agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the City at any time to avail itself of same.

35. ADDITIONAL CANCELLATION RIGHTS

In the event of Contract cancellation, the City shall in no way be liable for those accepted goods and/or services furnished prior to the effective date of such termination, if funds are not appropriated, or if revenue/commission expectations are not met by the Contractor. Contract cancellation, under any circumstances whatsoever, shall not effect or relieve the Contractor from any obligation or liability that may have been incurred or will be incurred pursuant to the Contract and such cancellation by the City shall not limit any other right or remedy available to the City at law or in equity. The City reserves the right to negotiate additional termination terms as part of the agreement.

36. ADDITIONAL GENERAL TERMS AND CONDITIONS

- The City of Rockville and the Contractor are referred to throughout this document. The Contractor is the individual, firm, corporation or any combination thereof with which any subsequent contract is made by the City Of Rockville.
- The offeror shall carefully examine the requirements and secure from the City Of Rockville additional information, if necessary, that may be requisite to a clear and full understanding of the need.
- The Contractor shall agree to ensure the continuity of the designated primary Project Manager assigned to perform the service. Contractor represents and warrants that the primary Program Manager is available for the entirety of the program and shall remain available throughout the term of the contract. Contractor represents and warrants that Contractor shall not remove or replace the primary Program Manager and Contractor agrees that Contractor's removal or replacement of the primary Program Manager may be grounds for termination of the contract. The City of Rockville recognizes, however, that events beyond the control of Contractor, such as death, physical or mental incapacity, long-term illness, or the termination of employment of the primary Program Manager, may require the Contractor to propose a replacement of another employee of the Contractor. In the event that such a replacement is necessary, Contractor agrees that the replacement person shall have equal or better qualifications at no additional cost to the City of Rockville. No replacement person shall begin work on the program without the prior written consent of the City of Rockville.

- The Contractor shall ensure the designated Program Manager has the management and technical expertise to perform the required services of the program.
- The Contractor shall ensure that the Program Manager and staff are sufficiently skilled and knowledgeable to effectively and efficiently utilize general office and electronic communication technology.
- Contractor shall have access to the Internet, established electronic mail, and required equipment necessary to communicate with the City of Rockville, program participants and its customers. This technology shall be available to the Program Manager to communicate with all necessary parties through the term of this contract. It is expected that the Program Manager utilize technology to communicate while traveling, as well as, administrating this contract. The Contractor shall have the ability to transmit all documentation required by the City of Rockville electronically.
- It is the intent of the City Of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and environmental enhancements to this document's requirements for possible consideration and/or inclusion in future like requirements are encouraged.
- The terms and conditions found within Attachment F shall apply to any and all aspects of this work. In the event any terms and/or conditions are found to be conflicting within the entire Request for Proposal document, the City of Rockville shall determine which terms and/or conditions apply on a case-by-case basis.
- Any and all third party (sub) contractors utilized shall adhere to and meet the requirements of Attachment F. Additionally, upon request by City staff, third party (sub) contractors are to provide Certificates of Insurance, which meet the City's minimum requirements.
- The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under any subsequent agreement without undue delays and without cost to the City. The acceptance of the work set forth herein by the City shall not relieve the Contractor of the responsibility of subsequent correction of such errors.
- Contractor's personnel shall be respectful and cautious of City of Rockville employees work areas and personal property, as well as, courteous to City of Rockville employees and the general public when working in areas where these individuals are present. The City of Rockville will determine the definitions of respectful, cautious, and courteous.

(ATTACHMENT A)

**CITY OF ROCKVILLE
EXECUTION OF OFFER FORM
RFP # 57-11**

BUS SHELTER AND BUS STOP PROGRAM

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL

CONTRACTOR AGREES TO PERFORM ALL WORK AS SET FORTH IN THIS REQUEST FOR PROPOSAL, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS AT THE REVENUE SHARING/COMMISSION PAYMENTS AND/OR RATES QUOTED ON THIS FORM.

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1.	Initial Fee Payment (If Offered)	1 EACH	\$ _____	\$ _____
2.	Optional Performance And Payment Bonds For 100% Of Estimated Revenue Potential	1 SET	\$ _____	\$ _____
ITEM	DESCRIPTION	QUANTITY	GUARANTEED MINIMUM PAYMENT	PERCENTAGE OF GROSS RECEIPTS
3.	Year 1	Per Month	\$ _____	\$ _____
4.	Year 2	Per Month	\$ _____	\$ _____
5.	Year 3	Per Month	\$ _____	\$ _____
6.	Year 4	Per Month	\$ _____	\$ _____
7.	Year 5	Per Month	\$ _____	\$ _____
8.	Year 6	Per Month	\$ _____	\$ _____
9.	Year 7	Per Month	\$ _____	\$ _____
10.	Year 8	Per Month	\$ _____	\$ _____
11.	Year 9	Per Month	\$ _____	\$ _____
12.	Year 10	Per Month	\$ _____	\$ _____

Note: payment to the City will be the greater of the minimum monthly payment or the percentage of the monthly gross receipts.

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)**LIST OF SUBCONTRACTORS OR SUPPLIERS**

Identify the names of all Subcontractors/Suppliers who will be providing services under this contract and the type of work being subcontracted.

(A) _____

(B) _____

(C) _____

(D) _____

(E) _____

(F) _____

(G) _____

(H) _____

(I) _____

EXCEPTIONS

All exceptions taken to the Request for Proposal must be clearly indicated in the space provided below. Unless noted as an exception, the Contractor will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this Request for Proposal. It is hereby agreed that if this Request for Proposal is rejected due to an exception taken to a requirement by the offeror, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any portion of this Request for Proposal?

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)**ADDENDA**

Acknowledgment is hereby made of the following Addenda, if any, (identified by number) received since issuance of this bid:

EXECUTION

THE OFFEROR IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE PROPOSAL TO BE ACCEPTED. BY SIGNING, THE OFFEROR CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THE REQUEST FOR PROPOPAL, ADDENDUMS, PROPOSAL, ANY AND ALL E-MAILS/LETTERS OF CLARIFICATION, BAFO AND CONTRACT.

The proposal, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a proposal is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

IF AN INDIVIDUAL:

NAME: _____

Street and/or P.O. Box

City

State

Zip Code

Fed ID or SSN

Signature

(SEAL)

Date

Print Signature

WITNESS: _____

Signature

Print Signature

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)**IF A PARTNERSHIP:**

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box_____
City_____
State_____
Zip Code_____
Fed ID or SSN

BY: _____(SEAL) _____

Signature

Date

Print Signature

TITLE: _____ WITNESS: _____

Signature

Print Signature**IF A CORPORATION:**

NAME OF CORPORATION: _____

Street and/or P.O. Box_____
City_____
State_____
Zip Code_____
Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____(SEAL) _____

Signature

Date

Print Signature

TITLE: _____ WITNESS: _____

Secretary's Signature

Print Signature

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)**REMITTANCE ADDRESS** (if different than above)

Street and/or P.O. Box

City

State Zip Code

NOTE: Firms must use their FULL LEGAL name. Generally, a corporation's name must end with a suffix indicating the corporate status of that business (i.e., Inc., Co., Corp., etc.). Individuals or corporations may indicate trade names with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. Failure to use your FULL LEGAL name may be cause for rejection of the proposal.

CONTACT FOR ADMINISTRATION

NAME: _____

TELEPHONE: _____

EMAIL: _____

PAYMENT REMITTANCE ADDRESS

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT B)**REFERENCES**

The Offeror shall be a competent and experienced contractor with an established reputation within the community. The Offeror shall have performed similar work for a minimum period of five (5) years. He shall furnish a representative list of three (3) projects involving work as specified. The Offeror shall have adequate technically qualified personnel employed within his organization to perform all phases of contract requirements. Ability to meet the foregoing experience requirements shall be considered by the City in determining the responsibility of the Offeror. Failure to submit the required information with the Proposal may be cause for rejection of the Request for Proposal.

The City may make such investigation, as it deems necessary to determine the ability of the Offeror to furnish the services and the Offeror shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and deliver the service herein.

1. Company Name: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Contract Value: _____
 Description: _____

2. Company Name: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Contract Value: _____
 Description: _____

3. Company Name: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Contract Value: _____
 Description: _____

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT C)**A F F I D A V I T**

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of _____
whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

**AFFIDAVIT OF QUALIFICATION TO
CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16

of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and Title _____ Date _____

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT D)**RESPONDENT'S QUESTIONNAIRE**

The Respondent recognizes that in selecting a company/agent, The City of Rockville will rely, in part, on the answers provided in response to this Questionnaire. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. The City of Rockville reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

Company Profile

1. Number of Years in Business: _____
2. Type of Operation: Individual____ Partnership____ Corporation____ Government____
Number of Employees: _____(company wide)
Number of Employees: _____(servicing location)

Annual Sales Volume: _____(company wide)
Annual Sales Volume: _____(servicing location)
3. State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by the City of Rockville.
4. Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis), which indicates the financial stability of your company, if requested by the City of Rockville.
5. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
6. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with The City of Rockville.
7. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

NAME OF BIDDER_____

RETURN THIS FORM WITH PROPOSAL

SAMPLE FORM – DO NOT RETURN
(ATTACHMENT E)

SAMPLE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2011 by and between the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "CITY", and (consultant name) hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the City desires a contractor to provide services for the (project name); and

WHEREAS, the City desires to employ the services of the Contractor to perform said services in connection with the aforementioned service under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. **SCOPE OF WORK.** The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in Exhibit A attached hereto as a part hereof. In the event any term of the attached exhibit conflicts with this Agreement, this Agreement shall prevail. Contractor shall perform the serves described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession, and (b) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to insure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.

2. **REVIEW BY CITY.** The Contractor agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.

3. **DOCUMENTS, ETC.** All finished or unfinished documents, data, studies, surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by the Contractor or his subcontractors shall become the property of the City.

4. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, the Contractor agrees that he will comply with all applicable federal, state and local laws relating to discrimination in employment.

5. **INDEMNIFICATION.** The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

SAMPLE FORM – DO NOT RETURN

(ATTACHMENT E - CONTINUED)

6. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed.

7. **TIME OF ESSENCE.** The Consultant acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service. (enter completion date if applicable)

8. **TERMINATION FOR CAUSE.** If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Contractor shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments due the Contractor up to the full amount of the Contractor's fee, until such a time as the exact amount of damages due the City from the Contractor is determined by any Court of Competent Jurisdiction.

9. **COMPLIANCE WITH LAWS.** The Contractor shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

10. **SUBCONTRACTS.** None of the services covered by this Agreement, shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.

11. **ASSIGNMENT.** The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

12. **INSURANCE.** The Contractor shall carry insurance with limits as outlined under the attached Insurance Requirement document and shall provide to the City a certificate evidencing the same.

SAMPLE FORM – DO NOT RETURN

(ATTACHMENT E - CONTINUED)

13. CONFLICTS OF INTEREST. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

14. DISPUTES. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17-174 of the City's Purchasing Ordinance as set forth in Chapter 17 of the Rockville City Code.

15. GOVERNING LAW. This agreement is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

16. SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Agreement without the City's express written consent which may be withheld in the City's sole and absolute discretion.

17. INDEPENDENT CONTRACTOR. The Contractor shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor's employees or agents be subagents of the City.

18. PAYMENT TERMS. Compensation shall be made to the City by the Contractor on a monthly basis. The fee for the work to be performed hereunder as set forth in the attached Exhibit A is in the amount not to (contract lump sum or NTE price). In the event the labor hours and expenses exceed this amount the Contractor shall complete the task with no additional compensation

19. INVOICING. Requisitions for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. All requisitions shall be submitted to the (enter name).

20. MODIFICATION. This agreement may be modified only by written instrument signed by both parties hereto.

21. ENTIRE AGREEMENT. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

SAMPLE FORM – DO NOT RETURN

(ATTACHMENT E - CONTINUED)

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

ATTEST

Glenda P. Evans, City Clerk

THE MAYOR AND COUNCIL OF
ROCKVILLE

By: _____
Scott Ullery
City Manager

ATTEST

(Consultant Name)

By: _____

Approved as to form and legality:

Debra Yerg Daniel, City Attorney

SAMPLE FORM – DO NOT RETURN

(ATTACHMENT F)

**CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
(PROPOSAL 12/2010)**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.
2. **PREPARATION** All bids are to be submitted in a sealed envelope to the Purchasing Office marked with the bid number.

Conditional bids and bids containing escalator clauses will not be accepted. Bids must be signed by an individual authorized to bind the bidder.
3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **BID AWARD** The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses, including total net cost to the City. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.
5. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidders responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.
6. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

Bids shall be valid for a minimum of 120 days following the deadline for submitting offers. Bids may not be withdrawn during that period. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper notice is given to the Purchasing Agent of Offeror's intent to withdraw its offer. Offers may only be canceled by submitting Notice at least 15 days before the expiration of the then current 120-day period.
7. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.
8. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract.
9. **BID WITHDRAWAL** Requests for withdrawal of bids prior to bid opening shall be transmitted to the Purchasing Agent in writing.
10. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall

SAMPLE FORM – DO NOT RETURN

(ATTACHMENT F - CONTINUED)

carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

11. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive document remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be store in a secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.
12. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.
13. **INTEREST IN MORE THAN ONE BID AND COLLUSION** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
14. **EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed.
15. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses.
16. **INVOICING** The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: City of Rockville, Attn: (Project Manager), 111 Maryland Avenue, Rockville, MD 20850.
17. **PAYMENT TO SUBCONTRACTOR** Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either: Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.
18. **PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.
19. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the bid document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Purchasing Agent. The

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Consultant shall submit to the Purchasing Agent sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.

20. **INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.
21. **DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
22. **DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Purchasing Agent within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

23. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to second ranked Bidder, or, the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices.
24. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon ten (10) calendar days written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.
25. **ABANDONMENT, DISSOLUTION AND RESTRUCTURING.** A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City Of Rockville as soon as possible but not later than thirty (30) days from date of change.
26. **CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City .

27. **EXTRA COSTS** If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by

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the Contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

- 28. GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made.

The Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the Contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

- 29. DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.

- 30. LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal and State laws and regulations. The Contractor shall observe and comply with all Federal, State, County and local laws and ordinances that affect the work to be done. The provisions of this contract shall be governed by the law of the State of Maryland.

- 31. SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

- 32. RESERVATIONS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

- 33. AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

- 34. INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.

- 35. NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the of specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

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(ATTACHMENT F - CONTINUED)

36. **PROPRIETARY INFORMATION** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.
37. **RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.
38. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

39. **MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

40. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
41. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.
42. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices (provided by the City) setting forth the provisions of this nondiscrimination clause.

If the Contractor fails to comply with non-discrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville.

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Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

43. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
44. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
45. **ASSIGNMENT** Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the City.
46. **EXCLUSION** As part of the contract, the offeror must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subcontractors.
47. **OWNERSHIP OF DOCUMENTS**
Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

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(ATTACHMENT F - CONTINUED)**INSURANCE REQUIREMENTS REV2 (09/08)**

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. **The Contractor's insurance shall be primary.**

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</i>
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>Form CA20 48 02 99 form to be both signed and dated.</i>
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

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(ATTACHMENT F - CONTINUED)

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
(Contract #, title)
City Hall
111 Maryland Avenue
Rockville, MD 20850

(ATTACHMENT G)**Existing Shelter Locations**

On Street	At Street	Trash Can at Shelter
NB Piccard Drive 4868	Gude Drive	No
SB Research Boulevard 5998	#2277	No
SB Hungerford Drive 14896	#451	Yes
SB Frederick Road 2660	Redland Road	Yes
SB Frederick Road 2662	Watkins Pond Boulevard	Yes
NB Hungerford Drive 8761	#451	Yes
SB Rockville Pike 5576	Richard Montgomery Drive	Yes
SB Washington Street 6942	Dawson Avenue	Yes
EB Frederick Avenue 2678	Horners Lane	No
WB Taft Street 6312	First Street	Yes
WB Frederick Avenue 2680	Horners Lane	No
WB Baltimore Road 216	Cove Lane	No
WB Norbeck Road 4598	Avery Road	No
SB Monroe Street 4150	Executive Office Building turnaround	Yes
S Rockville Pike 5582	Edmonston Drive	Yes
SB Rockville Pike 5586	Talbott Street	Yes
NB Twinbrook Parkway 6548	Marshall Avenue	Yes
SB Chapman Avenue 7738	Bouic Avenue	No
WB Halpine Road 3220	Rockville Pike	Yes
WB Halpine Road 3222	Jefferson Street	Yes
NB Jefferson Street 9222	Halpine Road	Yes
EB Jefferson Street 9224	Congressional Lane	Yes
EB Halpine Road 3212	Jefferson Street	Yes
EB Halpine Road 3214	Rockville Pike	Yes
NB Chapman Avenue 7736	Bouic Avenue	No
SB Jefferson Street 3408	Rollins Avenue	Yes
NB Veirs Mill Road 14646	Edmonston Drive	Yes
SB Veirs Mill Road 14652	Atlantic Avenue	Yes
SB Veirs Mill Road 14653	Meadowhall Drive	Yes
NB Veirs Mill Road 14640	Atlantic Avenue	Yes
SB Veirs Mill Road 14662	Edmonston Drive	Yes
EB Montgomery Avenue 4172	Laird Street	Yes
SB Tower Oaks Boulevard 14412	#2800	No
NB Wootton Parkway 7634	Seven Locks Road	Yes
Jefferson Street 3410	Ring House	Yes
NB Rockville Pike 5554	Bouic Avenue	Yes
SB Research Boulevard 5282	Aspen Plaza (#16)	Yes
SB Research Boulevard 5284	Oaks (#1450)	No
NB Research Boulevard 5242	New Covenant Church	No
NB Research Boulevard 5244	Tracor (#1601) Drive	Yes
NB Research Boulevard 5248	Gude Drive	No
SB Piccard Drive 4882	Gude Drive	Yes
EB Shady Grove Road 5956	Choke Cherry Road	Yes
SB Rockville Pike 5578	Mt Vernon Place	Yes
SB Rockville Pike 5594	Halpine Road	Yes
NB Rockville Pike 5558	Congressional Lane	Yes
NB Rockville Pike 5560	Templeton Place	Yes
NB Rockville Pike 5562	Woodmont Station	Yes

(ATTACHMENT G - CONTINUED)**Existing Shelter Locations - Continued**

On Street	At Street	Trash Can at Shelter
NB Hungerford Drive 8764	Beall Avenue	Yes
NB Research Boulevard 5254	Research Place	No
SB Nelson Street 4442	Crocus Drive	No
SB Nelson Street 4446	Beall Avenue	No
NB Frederick Road 2476	College Parkway	No
SB Veirs Mill Road 50408	Claggett Drive	No
NB Veirs Mill Road 50423	Claggett Drive	No
NB Veirs Mill Road 14638	Twinbrook Parkway	Yes
SB Rockville Pike 5596	Across from Thompson Avenue	No
NB Rockville Pike 5566	Edmonston Drive	Yes
NB North Washington Street 6936	Dawson Avenue	No
NB Maryland Avenue 3878	Potomac Valley Road	No
NB Twinbrook Parkway 6552	Fletcher Place	No
NB Twinbrook Parkway 6546	Linthicum Street	No
NB Seven Locks Road 5904	Fortune Terrace	No
SB Wootton Parkway 7628	Falls Road	No
NB Veirs Mill Road 50417	Meadow Hall Drive	No
SB Hungerford Drive	Mannakee Street	No

Bus Stops Without Shelters, But With Trash Cans

On Street	At Street
SB Twinbrook Parkway 6558	Marshall Avenue
SB Veirs Mill Road 14659	Dodge Street
SB Veirs Mill Road 14660	First Street
SB Veirs Mill Road 14661	Woodburn Road
NB Rockville Pike 5564	Talbot Street
NB Rockville Pike 5568	Wootton Parkway
NB Rockville Pike 5570	First Street
NB Hungerford Drive 3324	Frederick Avenue
SB Frederick Road 2668	College Parkway
SB North Washington Street 6946	Middle Lane
SB Rockville Pike 5580	Mount Vernon Place
SB Rockville Pike 5584	Edmonston Drive
WB Wootton Parkway 7652	Ritchfield Court
EB Wootton Parkway 7616	Ritchfield Court
WB Mannakee Street 3836	Hungerford Drive
NB Falls Road 2086	Dunster Road
SB Research Boulevard 5270	Research Court
EB West Montgomery Avenue 1658	Hurley Avenue
EB West Montgomery Avenue 4168	Adclare Road
EB Shady Grove Road	Comprint Court
EB Park Road 8214	Grandin Avenue
WB Frederick Avenue 2684	Douglas Avenue
EB Frederick Avenue 2676	Moore Drive
SB North Stonestreet Avenue 6188	Spring Street
SB North Stonestreet Avenue 6184	Frederick Avenue

(ATTACHMENT G - CONTINUED)**Bus Stops Without Shelters, But With Trash Cans - Continued**

NB North Horners Lane 8212	Lincoln Avenue
WB Taft Street 6316	Gude Drive
WB Norbeck Road 4553	Baltimore Road
EB Baltimore Road 204	Denham Road
WB Southlawn Lane 6134	Horners Lane

(ATTACHMENT H)**Guidelines For Advertising On
The City Of Rockville Bus Shelters****1. Purpose.**

A. These guidelines are intended to maximize the overall revenue-generating capacity of the Bus Shelters by ensuring that advertising appearing on the Bus Shelters does not threaten the ability of the Bus Shelters to generate revenue from patronage by riders and from other advertising. The City recognizes that such revenue may be threatened if advertising appearing on the Bus Shelters causes adverse reactions from other advertisers, Bus Shelter patrons, or the neighborhoods in which the Bus Shelters must operate in order to generate revenue. These guidelines also are intended to: (1) avoid any public perception that the Department of Public Works, the Mayor and Council, or the City endorses the content of advertising appearing on the Bus Shelters; (2) avoid having advertising on the Bus Shelters contribute to any potential safety hazard; (3) ensure that Bus Shelters are readily identifiable as such to the public; and (4) ensure that advertising appearing on the Bus Shelters does not interfere with the proper maintenance and upkeep of that property.

B. These guidelines are intended to create definite, objective, uniform, and enforceable standards for advertising appearing on Bus Shelters.

C. The City intends that the Bus Shelters shall not be allowed or caused to become a “public forum” for the dissemination, discussion, or debate of ideas. The City will use these guidelines with the express intent of preventing any Bus Shelter from becoming a public forum.

D. The City may amend these guidelines at any time.

E. These guidelines do not apply to advertisements for services provided by the Department of Public Works, Traffic and Transportation Division, the City, or by any agency of government under the direct control of the Mayor and Council. The Mayor and Council retains complete discretion to control all such advertising in any manner it deems best serves the interests of the City. However, all such advertising shall comply with standards adopted by the Department of Public Works, Traffic and Transportation Division as described below in Section 3 relating to size, materials, and placement.

2. Advertising Standards. All advertising on the Bus Shelters must meet the following standards:

A. Only advertisements primarily for the purpose of promoting the sale of commercial goods or services are permitted. All other advertising (including, but not limited to, public service, public issue, and political advertising, as well as advertising only incidentally promoting a commercial transaction) is prohibited.

B. Only advertisements for commercial goods or services that lawfully may be purchased in the City by residents of the City, regardless of age and without the consent of any other person, are permitted.

C. Notwithstanding the provisions of subsections A and B above:

1. False, misleading, deceptive, or libelous advertising is not permitted.

2. Advertisements for motion pictures rated “R” are permitted, provided that the graphics and text do not include any material responsible for the “R” rating.

3. Advertisements portraying or describing nudity, obscenity, sexual conduct, sexual excitement, or sadomasochistic abuse are not permitted.

(ATTACHMENT H - CONTINUED)**Guidelines For Advertising On
The City Of Rockville Bus Shelters - Continued**

4. Advertisements portraying or describing alcoholic beverages, tobacco products, or controlled substances are not permitted.
 5. Advertisements supporting, opposing, portraying, or describing any political candidate, issue, or cause, or any public service, issue or cause, or any religion, denomination, creed, tenet, or belief are not permitted.
 6. Advertisements for motor vehicles are permitted.
 7. Advertisements disparaging the use of mass transit, vanpooling, carpooling, and/or related transportation management programs are not permitted, and advertisements that promote unsafe conduct while using mass transit, vanpooling, carpooling, or other related transportation management programs also are not permitted.
 8. In the event any advertisement appears to be permitted by one standard set out herein but not permitted by another such standard, the advertisement is not permitted. In any case where there is any reasonable doubt about whether an advertisement is permitted by these standards, the advertisement is not permitted. Under no circumstances will any City employee or Contractor of the City have the discretion to permit or not permit any advertisement, but instead all such employees and Contractors shall adhere strictly to these standards.
3. Size, Materials, and Placement. The City's Department of Public Works, Traffic and Transportation Division shall specify standards relating to the size, materials, and placement of advertisements on Bus Shelter property in order to ensure that such advertisements do not create a potential safety hazard, obscure features of the property identifying it as part of the Montgomery County's Ride On or WMATA METROBUS bus service(s), or interfere with maintenance or upkeep of the property. Only advertisements meeting those standards are permitted on the Bus Shelter property.

Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

☐ Alexandria, Virginia
☐ Alexandria Public Schools
☐ Alexandria Sanitation Authority
☐ Arlington County, Virginia
☐ Arlington County Public Schools
☐ Bowie, Maryland
☐ Charles County Public Schools
☐ College Park, Maryland
☐ Culpeper County, Virginia
☐ District of Columbia
☐ District of Columbia Courts
☐ District of Columbia Public Schools
☐ District of Columbia Water & Sewer Auth.
☐ Fairfax, Virginia
☐ Fairfax County, Virginia
☐ Fairfax County Water Authority
☐ Falls Church, Virginia
☐ Fauquier County Schools & Government, Virginia
☐ Frederick County
☐ Gaithersburg, Maryland
☐ Greenbelt, Maryland
☐ Herndon, Virginia
☐ Loudoun County, Virginia
☐ Manassas, Virginia
☐ Manassas Public Schools
☐ Maryland-National Capital Park & Planning Comm.

YES NO JURISDICTION

☐ Metropolitan Washington Airports Authority
☐ Metropolitan Washington Council of Governments
☐ Montgomery College
☐ Montgomery County, Maryland
☐ Montgomery County Public Schools
☐ Prince George's County, Maryland
☐ Prince George's Public Schools
☐ Prince William County, Virginia
☐ Prince William County Public Schools
☐ Prince William County Service Authority
☐ Rockville, Maryland
☐ Spotsylvania County Schools
☐ Stafford County, Virginia
☐ Takoma Park, Maryland
☐ Vienna, Virginia
☐ Washington Metropolitan Area Transit Authority
☐ Washington Suburban Sanitary Commission
☐ Winchester Public Schools

Vendor Name

Revised 2/1/08